

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

IN RE: Melanie Ann Kohli fka Melanie Ann Mortimer fka Melanie Ann Simmonette Debtor	Chapter 13 Proceeding 19-03250 RNO Claim No. 18-1
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NOTICE OF EXTENDED FORBEARANCE AGREEMENT DUE TO THE COVID-19 PANDEMIC

Now comes PENNYMAC LOAN SERVICES, LLC ("Creditor"), by and through undersigned counsel, and hereby submits this Notice of Forbearance Agreement to the Court regarding the Debtor's request for mortgage payment forbearance based upon a material financial hardship caused by the COVID-19 pandemic.

The Debtor recently requested a forbearance period of three (3) months in which the Debtor will not tender mortgage payments to Creditor that would come due on the mortgage starting of April 1, 2020 through June 1, 2020. *An extension has been granted allowing for an additional three (3) months to now include July 1, 2020 through September 1, 2020 as well.* Creditor, at this time, does not waive any rights to collect the payments that come due during the forbearance period after the forbearance plan ends. Furthermore, Creditor does not waive its rights under other applicable non-bankruptcy laws and regulations, including, but not limited to, RESPA, and the right to collect any post-petition escrow shortage. During the forbearance period Creditor may continue to file notices in compliance with Fed. Rule Bankr. P. 3002.1.

Because of the uncertainties surrounding how long this pandemic will last, Creditor will work with Debtor or Debtor's counsel to determine when Debtor will be able to resume making mortgage payments and when/how the Debtor will cure the delinquency created by the forbearance period ("forbearance arrears"). Once the forbearance plan ends and the Creditor and Debtor or Debtor's counsel agree on an appropriate repayment or loss mitigation program, Creditor will file a notice or an amended/supplemental claim consistent with local practice.

Creditor does not waive its rights to seek relief from the automatic stay for reasons other than non-payment of the Mortgage, including, but not limited to, a lapse in insurance coverage or non-payment of property taxes.

/s/ Sarah K. McCaffery, Esquire

POWERS KIRN, LLC

Jill Manuel-Coughlin, Esquire; ID #63252

Harry B. Reese, Esquire; ID #310501

Sarah K. McCaffery, Esquire; ID #311728

Eight Neshaminy Interplex, Suite 215

Trevose, PA 19053

Telephone: 215-942-2090; Facsimile: 215-942-8661

Email: bankruptcy@powerskirm.com

Attorney for Movant

Dated: August 10, 2020

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CERTIFICATE OF SERVICE

I, as counsel for PENNYMAC LOAN SERVICES, LLC, hereby certify that a copy of the Notice of Forbearance Agreement was served upon the following persons by electronic notification and/or first class U.S. mail, on August 10, 2020:

Parties Served via Electronic Notification:

J. Zac Christman, Esquire
712 Monroe Street
P.O. Box 511
Stroudsburg, PA 18360
Attorney for Debtor

Charles J. DeHart, III, Esquire
8125 Adams Drive, Suite A
Hummelstown PA 17036
Trustee

Parties Serviced via First Class Mail:

Melanie Ann Kohli
fka Melanie Ann Mortimer
fka Melanie Ann Simmonette
5658 Main Road
Hunlock Creek PA 18621
Debtor

/s/ Sarah K. McCaffery, Esquire

POWERS KIRN, LLC

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